

For Harman Healy Auctions to Bid on Behalf of an Absent Bidder

## Checklist

- Completed and signed this form
- Enclosed separate cheques for the deposit and administration charge, payable to Harman Healy
- Read and understood the special conditions of sale and legal documentation specific to the lot (available on the Harman Healy website), in the knowledge that they form part of the contract
- Enclosed copy (not original) proof of identity and residency

## Proposed Purchaser

(for contract purposes, hereinafter called 'The Bidder')

Purchaser's Name

Address

Telephone number to be contacted on at the time of auction:

Other contact number(s) (if applicable)

## Purchaser's Solicitor

Company Name

Address

Telephone (Business)

Contact Name

### Agreement

I hereby authorise Harman Healy Auctions staff to bid on my behalf on the Terms and Conditions set out overleaf headed 'Bidding by telephone or proxy', which I confirm I have read and understood.

In the case of a proxy bid, I understand that Harman Healy Auctions staff will bid on my behalf.

In the case of a telephone bid, I understand that Harman Healy Auctions staff will relay my bid provided that telephone contact is made.

Please note there should not be any alteration to the form. Any mis-entries which have to be corrected, must be signed in full in the margins.

**N.B.** Telephone or proxy bids must be received at least 48 hours prior to the auction. Telephone bids are accepted on a first come first serve basis.

**IMPORTANT NOTICE:** The auctioneers will not be held responsible for instructions given to them which are unclear or incomplete. THESE BIDS WILL NOT BE ACCEPTED BY THE AUCTIONEERS or telephone bidders that are "lost" during bidding due to the clarity of the telephone line.

23 Brighton Road  
 South Croydon  
 Surrey CR2 6EA  
 T 020 8649 7255  
 F 020 8666 0559

I Wish to Bid By: Proxy  or Telephone   
 (tick relevant box only)

## Authorised Bid

Auction Date

Lot No.

Property Address

### For Proxy Bids only

Maximum Bid (figures)

Maximum Bid (words)

(The figure must be a definite one and must not be calculated for example by reference to other bids such as one bid above or any other bid. Any uncertainty could result in Harman Healy Auctions not bidding.)

Cheque Attached for (being 10% of the maximum bid or £2,000 (whichever is the greater)

**N.B.** There is a contracts administration charge of £470 Inc Vat payable on each lot. You must enclose a separate cheque. Both cheques will only be banked if you are the successful bidder.

**N.B.** We need a signed letter of authority if signing on another person's behalf.

Name and address of authorised bidder (if not the purchaser)

Signatory Name

Address

**N.B.** We must have proof of identity and address for the authorised bidder and the purchaser.

Signature

Date

## Terms & Conditions for Bidding by Telephone/Proxy

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone or written bids on the following Terms and Conditions:

1. The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or cheque for 10% of the maximum amount of the bid for each Lot.
2. The form must be sent, or delivered, to Harman Healy Auctions to arrive 48 hours before the Auction. It is the Bidder's responsibility to check that the form is received by Harman Healy Auctions and this can be done by telephoning the office.
3. The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and the Common Auction Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and of any addendum relating to the relevant Lot. The addendum can, and should, be checked by Bidders by telephone on the day of the Auction between 9.00 a.m. and one hour before the commencement of the Auction.
4. In the case of telephone bids, at about the time the Lot comes up for auction, attempts will be made to contact the Bidder by telephone and, if successful, the Bidder may then compete in the bidding. The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone link is not established, or breaks down, or there is any confusion or disruption, then the Bidder will not be able to participate in the Auction.
5. In the case of written bids, Harman Healy Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Harman Healy Auctions will not bid. Harman Healy Auctions do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the written bidder.
6. Harman Healy Auctions reserve the right not to bid on behalf of telephone/written Bidders in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever, and give no warranty or guarantee that a bid will be made on behalf of the Bidder and accept no liability.
7. In the event that the telephone/written bid is successful the Auctioneer will sign the Memorandum of Contract on behalf of the Bidder (a Contract having been formed on the fall of the hammer). Any conditions of sale specific to the lot are deemed to form part of the contract. Any persons bidding by telephone or proxy do so with full knowledge thereof, and will raise no requisition thereto.
8. In the event of a Contract, the deposit monies will be applied in their entirety towards the required deposit. If the deposit monies exceed the required deposit, the excess will be retained as additional deposit.
9. In the event that the Bidder is unsuccessful in gaining the Contract the deposit monies shall be returned to the Bidder promptly.
10. Once delivered to the Auctioneers the authority to bid is binding on the Bidder up to 6.00 p.m. on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
11. The authority can only be withdrawn by notification in writing delivered to Harman Healy Auctions at their office at least two hours before the start of the Auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer and signed by one of the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the Bidder.
12. If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Harman Healy Auctions staff as empowered under the telephone/written authority. Harman Healy Auctions will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
13. The receipt of a telephone or written bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor Harman Healy Auctions shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
14. The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.